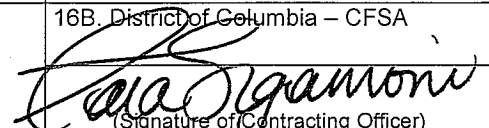


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract Number		Page of Pages		
						1 23		
2. Amendment/Modification Number 3			3. Effective Date See 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption Tutoring Services	
6. Issued By:			Code		7. Administered By (If other than line 6)			
<b>DISTRICT OF COLUMBIA CHILD AND FAMILY SERVICES AGENCY</b> <b>CONTRACTS AND PROCUREMENT ADMINISTRATION</b> <b>955 L'Enfant Plaza, SW, North Building, Suite 5200</b> <b>Washington, DC 20024</b>								
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)					9A. Amendment of Solicitation No. CFSA-09-I-0004			
					9B. Dated (See Item 11) October 9, 2009			
					10A. Modification of Contract/Order:			
					10B. Dated (See Item 13)			
Code		Facility						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; or (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. <b>FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</b>								
12. Accounting and Appropriation Data (If Required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14								
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2 (c).								
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14.								
C. This supplemental agreement is entered into pursuant to authority of:								
D. Other (Specify type of modification and authority)								
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)								
<b>**BIDS ARE DUE AND WILL OPEN ON: TUESDAY, DECEMBER 29, 2009 AT 2:00 PM (EST).**</b>								
(1) Under Section B "Supplies or Services and Price", delete page 2 and replace with page 2R. Delete page 8 and replace with 8R.  (2) Under Section C "Scope of Work Requirements:", delete pages 9,10,11,12,13,14,15,16,17,18,19,20,21 and 22 and replace with 9R, 10R, 11R, 12R, 13R, 14R, 15R, 16R, 17R, 18R, 19R, 20R, 21R, and 22R.  (3) Under Section F "Deliveries of Performance", delete pages 25, 26, 27 and 28 and replace with pages 25R, 26R, 27R and 28R. (4) Delete pages 33 and replace with 33R. (5) Delete page 51 and replace with 51R.								
<b>All other terms and conditions under this Contract shall remain unchanged.</b> Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect								
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer				
				Tara Sigamoni				
15B. Name of Contractor:		15C. Date Signed		16B. District of Columbia – CFSA		16C. Date Signed		
				 (Signature of Contracting Officer)		12/11/09		
(Signature of person authorized to sign)								

**Page 2 of AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1 Supplies or Services**

B.1.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA), is seeking qualified contractors to provide home-based and community-based supplemental educational services, tutoring, and remediation services in individual sessions or group settings to wards (students) of the District of Columbia between the ages of six (6) and twenty-one (21), who are enrolled in a general or special education program in an elementary or secondary school, in accordance with the requirements as stated in Section C of this solicitation.

B.1.2 The District may service approximately 420-1650 clients.

B.1.3 The Contractor must provide all necessary labor, management, supervision, equipment, materials, training, transportation, facility(ies) and any other items necessary to provide Tutoring Services as referred by CFSA.

**B.2 Type of Contract**

B.2.1 The resulting contract(s) from this solicitation will be IDIQ contract(s) with fixed unit hourly prices. Pursuant to the requirements of 27 DCMR § 2416.10, the contract minimum and maximum for the term of the contract shall be as stated in section B.3.

**B.3. IDIQ Contract**

B.3.1 This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, (See Section G.7). The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity indicated under the column heading "Maximum Annual Hours" on the Pricing Schedules. The District will order at least the minimum quantity indicated under the column heading "Minimum Hours" on the Pricing Schedules.

B.3.2 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the expiration date.

B.3.6. Grand Total

Period of Performance	Extended Total
Base Year (B.3.1)	\$ _____
Option Year One (B.3.2)	\$ _____
Option Year Two ( B.3.3)	\$ _____
Option Year Three (B.3.4)	\$ _____
Option Year Four (B.3.5)	\$ _____
Grand Total	\$ _____
Evaluated (LSDBE) Total	\$ _____

## **SECTION C: SCOPE OF WORK REQUIREMENTS**

### **C.1 Scope of Services**

- C.1.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA) is seeking Contractors to provide home-based and community-based supplemental educational services, tutoring, and remediation services in individual sessions or group settings to wards (students) of the District of Columbia between the ages of six (6) and twenty-one (21), who are enrolled in a general or special education program in an elementary or secondary school.
- C.1.2 Supplemental educational services, tutoring and remediation services consistent with the content and instruction of the Board of Education that governs the school District the child is currently attending, on the State and Federal level. These services are required to improve the academic achievement level of the student and must be research-based, meet high quality standards, and be specifically designed to increase the student's knowledge base.
- C.1.3 The Contractor shall ensure that all employees, subcontractors or agents comply with the respective laws, and regulations and standards when providing services under this Contract.
- C.1.4 The Contractor shall comply with all Federal, State and local laws governing the health, safety, and care of the student in effect during the period of the contract, and all CFSA policies.

### **C.2 Definitions**

- C.2.1 **CFSA COTR**– The CFSA staff member responsible for overseeing the performance of the contract deliverables.
- C.2.2 **Client** – A committed ward (student) of the Child and Family Services Agency referred to the Contractor for the provision of tutoring services.
- C.2.3 **Contractor** – A consultant, vendor, Provider of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District of Columbia.
- C.2.4 **Group Session** – Shall be composed of no more than four (4) students within a grade range of one (1) year. The Contractor shall also group based on subject matter and maturity of the students. Students who are not CFSA clients shall not participate in the tutoring sessions. The Contractor shall provide services at a designated site agreed upon by the Contractor and the student's social worker and caregiver(s) and approved by the CFSA COTR. Each group session shall be twice a week for a minimum of two (2) hours and not exceed four (4) hours per session.
- C.2.5 **Individual Session** – The Instructor shall provide one-on-one tutoring services to the student at the student's residence or a site agreed upon by the Contractor and the student's social worker and caregiver(s) and approved by the CFSA COTR.
- C.2.6 **Instructor/Tutor** – For the purpose of this agreement, the term Instructor shall be interchangeable with Tutor or otherwise the individual actually performing the services.



- C.2.7 Individualized Student Service Plan (ISSP)** – A written statement that outlines the overall goals to be achieved as a result of the child’s participation in tutoring. The ISSP is based on the results of the preliminary assessment conducted by the Tutor, a detailed analysis of the student’s academic records to determine the academic areas in which the child needs improvement, and an analysis of the client’s study habits. . The ISSP is developed from collaboration between the Tutor, the client’s social worker and caregiver(s) and is approved by the CFSA COTR and will include the results of the preliminary assessment, a description of the client’s academic strengths and areas needing improvement, and a list of the achievement goals in each subject area the client is expected to achieve within the period of service authorized by the CFSA. Contractors must use the ISSP template developed by the CFSA. The expectation is that the assessment will be completed within ten business days and that the total assessment time should not exceed the number of hours per week approved in the initial memorandum approving tutoring services. If the assessment will take longer than ten business days to complete, the Contractor should alert the CFSA Education Specialist in advance and indicate the reasons why the assessment is not yet completed and the anticipated date of completion prior to proceeding. Contractors may bill for the time it takes to complete the ISSP at the authorized tutoring rate.
- C.2.8 Individualized Learning Plan (ILP)** – The student’s personal educational plan that is developed to achieve the goals of the ISSP. The ILP will specify the ISSP goals that are the current focus of tutoring sessions and the objectives developed to measure the client’s progress toward achievement of the goals. The ILP must also include the activities selected, materials used, and assessment tools for each learning objective. The ILP is developed with consideration given to the student’s learning style in order for the Tutor to teach tips and strategies to the client and caretaker that will help children better comprehend and retain their lessons. The ILP should be revised and updated based on the student’s progress, as needed. Contractors must use the ILP template developed by the CFSA. Contractors can bill for the time it takes to complete the preliminary assessment, ISSP, and ILP. The expectation is that the assessment will be completed within ten business days and that the total assessment time should not exceed the number of hours per week approved in the initial memorandum approving tutoring services. If the assessment will take longer than ten business days to complete, the Contractor should alert the CFSA Education Specialist in advance and indicate the reasons why the assessment is not yet completed and the anticipated date of completion prior to proceeding. Contractors may bill for the time it takes to complete the ISSP at the authorized tutoring rate.
- C.2.9 Out-of-Home Placement** – Foster care placement of a child within a setting other than his/her natural home.
- C.2.10 Personnel File** – Must include, but not be limited to, application for employment, resume or employment history, college transcripts verifying at least two years of college completed at an accredited college or university with a minimum 3.0 grade point average, professional and personal references, applicable credentials/certifications, all required clearance documents, records of any required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations, and date and reason(s) if terminated from employment.
- C.2.11 Pre-Assessment/Evaluation** – The Contractor shall conduct a preliminary assessment of each tutoring student’s academic needs and instructional requirements. This is a mandatory service that is considered essential to determine the focus of learning needs and style of instruction that will be conducted by the tutor.
- C.2.12 Post-Assessment/Evaluation** – The Contractor shall conduct a final assessment of each tutoring student within two weeks of completion of services. The Contractor, independent of the assigned tutor, shall also report on the level of effort and contribution of the tutor. Both the final assessment of the student and the Contractor’s assessment of the tutor’s level of effort and contribution should be provided to the CFSA no later than two weeks after the termination date of tutoring services.

- C.2.13 **Quality Assurance Plan** - Outlines the Contractor's strategy to evaluate and demonstrate that the needs of the client and the provisions in the contract are being met. This plan is evidence-based and outcome driven.
- C.2.14 **Referral** – Process that initiates the provision of tutoring services for clients that the vendor is being asked to serve. See Section C.6.
- C.2.15 **Quality Assurance Plan** - Outlines the Contractor's strategy to evaluate and demonstrate that the needs of the client and the provisions in the contract are being met. This plan is evidence-based and outcome driven.
- C.2.16 **Service Level** – Includes the number of hours of tutoring services provided per month per client, learning strategies and timelines, academic objectives, and reporting methodology. The approved number of hours of tutoring services will be provided to the Contractor by the CFSA COTR at the time of referral.
- C.2.17 **Staff Person** – A staff person of the Contractor, who is an individual directly involved with a tutoring student's on-going academic instruction and assessment.
- C.2.18 **Student** – A child/client with a legal status of Shelter Care or Commitment who is between the ages of six (6) and twenty-one (21) and enrolled in a general or special education program in an elementary or secondary school and is receiving tutoring services.
- C.2.19 **Tutoring** – An individual and group supplemental educational service or academic enrichment instruction designed to increase the academic achievement of eligible children and youth.
- C.2.20 **Unusual Incident** - Any significant occurrence or extraordinary event which is different from the regular routine or which varies from established procedures. Examples of unusual incidents include, but are not limited to, physical abuse, sexual abuse/relations, serious injury (deliberate or accidental), abscondences, contraband, serious complaints from family or visitors, criminal acts, and the like.

### C.3 **Background**

- C.3.1 The Child and Family Services Agency (CFSA) is required to provide tutoring services to children between the ages of six (6) and twenty-one (21) enrolled in a general or special education program in an elementary or secondary school who are committed to the agency for abuse and neglect. The services required for this solicitation include home-based and community-based supplemental educational services.
- C.3.2 The need for tutoring services is determined by the Social Worker who makes a request for services through the Office of Clinical Practice (OCP). OCP, upon receipt of the referral, reviews the referral to make determination as to service need. If appropriate, the child will be referred to a Contractor responsible for ensuring age-appropriate services are provided to meet the child's needs and assist with developing short- and long-term goals.
- C.3.3 The Office of Clinical Practice monitors the timeliness and effectiveness of tutoring services. OCP authorizes the frequency and duration of tutoring hours provided per child upon initiation of services. Each child has a maximum number of services hours allowable. If requesting extended service to a child, a request for additional hours and time must be submitted to OCP for approval before the services can be extended.

**C.4. Service Requirements**

- C.4.1 The Contractor shall provide the following requirements as specified in Section C.
- C.4.2 The student may continue to reside at home, or may be in an out-of-home placement within the Baltimore/Washington area, or outside the metropolitan area (also known as “out-of-state” placements.). For purposes of this contract, the metropolitan area is defined as the District of Columbia; Prince George’s County, Maryland; Montgomery County, Maryland; Alexandria, Virginia; Arlington County, Virginia; Fairfax County, Virginia; Baltimore County, Baltimore City and Anne Arundel, Maryland. When requested by the Contracting Officer as a result of a court order or otherwise, the Contractor shall provide out-of-state services in accordance with this contract.
- C.4.3 The Contractor shall provide home and/or community-based supplemental educational services to any CFSA clients referred by the District that reside within a 75-mile radius of Baltimore/Washington area.
- C.4.4 The Contractor shall provide tutoring services in a variety of academic disciplines including, but not limited to, English, Reading, Mathematics, Social Studies and Specialized Reading programs.
- C.4.5 The Contractor must develop an ISSP following the format and timeline outlined in Section C.2.7.
- C.4.6 The Contractor must develop an ILP following the format and timeline outlined in Section C.2.8.
- C.4.7 The Contractor must measure the student’s progress using pre- and post-assessment tools that have been approved through the Office of Clinical Practice (OCP) and are consistent with standards, and the objectives set forth in the ISSP. Students are to be initially assessed upon referral and should be re-assessed every six months. The ISSP should be updated at least every six (6) months to reflect the updated assessment results and any additions or deletions to the subject area goal identified for the student. The Contractor shall provide the assessment results and the updated ISSP within ten (10) business days of completing the updated ISSP. A final assessment must be administered within two weeks of completion of tutoring services, and the Contractor must forward the results to the CFSA COTR within two weeks of the termination date of tutoring services.
- C.4.8 The Contractor must follow the ISSP as developed with the client’s social worker and caregiver(s) and approved by the CFSA COTR, and within the guidelines of the local school educational standards.
- C.4.9 Service delivery should be broken down into the following areas, but may be amended by the Office of Clinical Practice when service changes are required.
- Grades 1 – 5
    - The tutor must be able to focus on:
      - Reading – including phonics, vocabulary, fluency, phonemic awareness, and comprehension.
      - Writing – five steps of writing process and master techniques for various types of writing.

- Math – number recognition, multiplication and division, problem solving, time money, ratio/proportion/placement, addition and subtraction, fractions, measurements, graphing, geometry.
- Study skills
- Grades 6 – 8
  - Areas above, if not mastered.
  - Increase areas above to child's grade level, if below.
    - Read – word knowledge and vocabulary
    - Writing - Organizing the writing process, applying composition techniques' to grade level.
    - Math – Algebra, integers, probability and statistics, problem solving, geometry.
    - Study skills
- Grades 9 – 12
  - Areas above, if not mastered
  - Reading – word knowledge and vocabulary, comprehension.
  - Writing – organizing the writing process, applying composition techniques of grade level.
  - Math – Algebra I and II, geometry, trigonometry, pre-calculus.
  - Study skills

## **C.5 Reporting**

- C.5.1 The Contractor shall conduct a preliminary assessment of each tutoring student's academic needs and instructional requirements within ten (10) business days of receiving a referral for services from the CFSA COTR. All evaluations are to be submitted to the CFSA COTR within one week of completion.
- C.5.2 The Contractor will submit copies of the monthly progress, service, and invoice reports with original signatures for each client to the CFSA's Fiscal Operations Administration no later than the 5<sup>th</sup> day of the month following the month when tutoring services were rendered. The Contractor will also e-mail the monthly progress and service reports to the social worker of record for each client and copy the Office of Clinical Practice on the same e-mail via [tutoring.report@dc.gov](mailto:tutoring.report@dc.gov). Contractors shall provide the client's caregiver(s) with a copy of the monthly service and progress report during the first tutoring session following the 5<sup>th</sup> of the month. Contractors must use the Monthly Service and Progress Report template developed by the CFSA.

Monthly progress reports should identify the focus goals from the ILP, as well as objectives, activities, materials used, assessments, and the child's overall progress toward goal achievement. If students are not making sufficient progress toward meeting objectives and achieving goals, the goals and objectives will be revised as needed. Therefore, Contractors should not submit progress reports month after month with the same goals and the same supporting information.

For months during which tutoring services were not provided, a monthly service and progress report must be completed detailing the reasons why tutoring did not occur.

C.5.3. The Contractor shall conduct a final assessment of each tutoring student academic progress and instructional accomplishments. The Contractor, independent of the assigned tutor, shall also report on the level of effort and contribution of the tutor. Both the final assessment of the student and the Contractor's assessment of the tutor's level of effort and contribution should be provided to the CFSA no later than two weeks after the termination date of tutoring services.

C.5.4 The Contractor shall perform the required evaluation and tests to determine the results of student's participation in the tutoring program. The Contractor shall re-assess clients every six months and update the ISSP to reflect the assessment results and any additions or deletions to the subject area goals identified for the student. The Contractor shall provide the assessment results and the updated ISSP within ten (10) business days of completing the updated ISSP.

The Contractor is expected to continuously assess the client's level of progress toward achieving the goals identified in the ISSP. The CFSA COTR will conduct a review of the client's progress toward achieving the goals outlined in the ISSP at periodic intervals determined by the CFSA COTR. The review will consist of an evaluation of the client's monthly service and progress reports, most recent report card and other educational evaluations, as well as consultations with the Tutor, caregiver(s), social worker, and/or client, as needed. This review shall occur no later than twenty (20) days before authorization for continuation of tutoring services expires. The Tutor shall update and revise the client's ILP based on the current needs of the client.

C.5.5 The Contractor shall submit all specialized training and/or certification (e.g., special education or ESL (English as a Second Language) to the CFSA COTR of all staff persons/tutors.

C.5.6 The Contractor shall provide Individualized Diagnostic Evaluation and materials to provide remedial and intervention services identified in the student's ISSP and/or ILP to the CFSA COTR for review and approval.

C.5.7 The Contractor shall provide other reports as agreed upon by the Contractor and CFSA within the time frames established by the CFSA COTR.

C.5.8 The Contractor shall ensure that all clients are serviced on the schedule agreed upon by the caregiver(s) and the tutor. Failure to comply will result in a new agency contracted to provide tutoring services for that student.

C.5.9 The Contractor will conduct quarterly random audits and reviews regarding the performance of at least 25% of their roster of clients at the time of each audit to assess students and tutors progress toward achieving targeted goals and educational growth. The components of the audits and reviews are to be determined by the Contractor and shall be reported to the CFSA COTR in writing no later than the 10<sup>th</sup> business day following the end of the quarter.

C.5.10 The Contractor shall reassess clients every six (6) months.

## **C.6 Tutoring Referral Process**

When tutoring is approved for payment by the agency, it is intended to be a time-limited, goal-focused academic support service for children/youth between the ages of six (6) and twenty-one

(21) who are enrolled in a general or special education program in an elementary or secondary school with a legal status of Commitment.

Below you will find the process by which the Innovative Family Support Services Administration within the Office of Clinical Practice receives tutoring referrals, reviews them to make a determination about the appropriateness of service, and monitors service provision to determine if re-authorization of tutoring services is necessary.

- Upon receipt of the tutoring referral, the CFSA COTR will contact the referral source to assess the client's need for services and gather and review the appropriate supporting documents (i.e., report cards, progress reports, court order, IEP, psycho-educational evaluations, etc.).
- If tutoring is approved, the frequency, duration, and length of time of the service will depend upon the CFSA COTR's review of the students' individual needs. Tutoring can be approved for as little as 30 days, but will not exceed the length of the academic school year.
- If tutoring is approved, the CFSA COTR will draft the memorandum approving tutoring services which will indicate the start and end dates of service, as well as the date to review the child's progress with tutoring to determine if the service will continue.
- The CFSA COTR will forward the e-Referral and the memorandum to the Contractor, via e-mail, and copy the referral source, the supervisor, the Multi-Disciplinary Teaming (MDT) Supervisor, and the Clerical Assistant (CA) to the IFSS Administrator.
- The Contractor shall e-mail the name of the assigned tutor to the CFSA COTR within five (5) business days of approval.
- See Sections C.2.11. and C.5.1. regarding the requirements for the preliminary assessment and the timeframe for completion.
- See Section C.2.7. regarding the format, requirements, and timeline for completion of the ISSP.
- See Section C.2.8. regarding the format, requirements, and timeline for completion of the ILP.
- See Section C.5.2. regarding the format, requirements, and timeline for completion of the monthly service, progress, and invoice reports.
- The CFSA COTR will conduct a periodic tutoring service review at regular intervals to determine the child's progress toward achieving the goals of the ISSP, as well as the performance and participation of the tutor, foster parent, and social worker (if necessary). Based on the review, the CFSA COTR will make a determination regarding re-authorization of tutoring services for another interval of service. See C.5.4. for additional information.

## **C.7 Contractor Specific Requirements**

### **C.7.1 Office Requirements**

C.7.2 The Contractor shall provide a commercial office space, within a 25-mile radius of the District of Columbia for general administration of the program, maintaining of records, processing of client referrals, and supervision of Tutors. The Contractor's administration office shall accommodate scheduled and unscheduled site visits made by the CFSA COTR, and be in compliance with the Americans with Disabilities Act (ADA) requirements.

C.7.3 The Contractor shall provide documentation to include Certificate of Occupancy, Licenses, Permits, Emergency Exit Plan at the time of a CFSA COTR site visit.

C.7.4 The Contractor shall provide documentation of a Contingency Plan in the event facility is uninhabitable for the office space to be utilized by the Contractor to facilitate the provisions of tutoring services.

### **C.8 Transportation**

The Contractor shall provide its own personal transportation to the student's home or location where tutoring services are being delivered. The Contractor and tutors must have on file a copy of driver's license, driving record and insurance certificate. The Contractor is expected to be ready to receive referrals when they submit the bid. It is anticipated that an award will be made within 120 days after receipt of bids.

### **C.9 Staff Qualifications**

C.9.1 The Contractor shall provide professional personnel that have the necessary teaching skills to provide the tutoring services. For the purposes of this requirement, the minimum educational requirement for Tutors providing instruction shall be two years of college completed at an accredited College or University with a minimum 3.0 grade point average.

C.9.2 The Contractor is expected to perform and maintain a screening or qualification process for tutors who will have direct contact with children and youth of the District of Columbia. The Contractor shall certify in writing, that the tutoring and professional personnel employed are highly qualified, experienced in supplemental educational services, and knowledgeable of instructional products and tutoring services improvements and participates in on-going professional development.

C.9.3 At a minimum, the following areas of screening and compliance will be submitted for existing staff at time of bid, upon hire of new staff, and will be periodically verified by CFSA on scheduled and unscheduled bases:

- Verification of tutor's past employment records, resume content, directly-related experience and school transcripts.
- Verification of the satisfactory completion of a minimum of two years of college with a minimum 3.0 grade point average.
- Verification of claimed licensure or pending licensure from an educational agency.
- Verification of claimed specialized training and/or certification: e.g., special education or ESL (English as a Second Language).

- Verification that all service providers and their employees are fingerprinted and have child protection and criminal background checks performed on annual bases, on or before each anniversary of hire conducted by the governing body for the state or local government.
- C.9.4 The Contractor shall have sufficient staffing to provide the level of service and supervision necessary for the safety of all clients referred to it. The Contractor shall notify the CFSA COTR within twenty-four (24) hours whenever the Contractor is unable to comply with the provision of services.
- C.9.5 The Contractor shall develop and utilize a staffing array that accommodates client conditions that might include disabilities such as hearing, speech, vision impairment, and any other physical impairment or cognitive emotional challenges/special needs; as well as make provisions for any non-English speakers in need of services.
- C.9.6 The Contractor's key personnel shall include the Clinical Director and staff who provide direct services to the clients. The Contractor shall furnish resumes to the CFSA COTR, and for any staffing positions later designated as key personnel by CFSA. The Contractor shall submit all changes made to key personnel prior to being made to the CFSA COTR for review and approval.
- C.9.7 The Contractor's key personnel shall be able to clearly read, speak, write and understand English as the first language.
- C.9.8 The Contractor shall maintain job descriptions covering all positions funded under this contract. This documentation must be included in the Contractor's files and be available for inspection by CFSA COTR during scheduled and unscheduled site visits and upon request.
- C.9.9 The Contractor shall maintain a confidential personnel file for each staff person employed under this contract. All personnel files shall be available for inspection by CFSA COTR during scheduled and unscheduled site visits and upon request.
- C.9.10 The Contractor shall ensure that all staff hired to provide services have been cleared through the Child Protection Register, the FBI and the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract, as well as the District of Columbia. This documentation must be provided for existing staff at the time of award, upon hire of new staff, and will be periodically verified by CFSA during scheduled and unscheduled site visits and upon request.
- C.9.11 The Contractor shall ensure that all staff hired to provide services have current health certificates for all staff readily available for review by the Office of Clinical Practice's Innovative Family Support Services Administrator, or designee, indicating that they are free of communicable diseases and are of adequate health to work in close contact with the clients.
- C.9.12 The Contractor shall ensure that all staff hired to provide services complete a Child Protective Registry and medical clearance on an annual basis, and a local jurisdiction and FBI clearance every two (2) years.
- C.9.13 The Contractor shall maintain clearance documents in the personnel files and make these documents readily available for review and inspection by the CFSA COTR for all employees prior



to execution of this contract, during scheduled and unscheduled site visits, before any Tutor or other staff person is in contact with clients, and upon request. There shall be no exceptions made for any Contractor employees or staff performing services under this contract.

- C.9.14 The Contractor shall ensure that all staff, including but not limited to consultants, do not have any prior conviction for any type of felony crime.
- C.9.15 The Contractor shall ensure that all Tutors carry photo identification when performing services for the clients that indicates the name of the Contractor agency and the name of the Tutor.
- C.9.16 The Contractor shall develop and implement a drug and alcohol policy for all staff, including but not limited to consultants. The policy shall include a screening program, mandatory initial testing, ongoing testing for all employees at random intervals, and at the request of the CFSA COTR. The Contractor shall maintain the results of the initial and subsequent testing in the personnel files and make results of testing for all staff persons readily available for review by the CFSA COTR prior to the Contractor's acceptance of any CFSA referrals, during scheduled and unscheduled site visits, and upon request.
- C.9.17 The Contractor shall, upon discovery, discipline or terminate any staff found to be in violation of the drug and alcohol policy.
- C.9.18 The Contractor shall document supervisory actions, conferences, personnel evaluations, and any other pertinent information in employee personnel records.
- C.9.19 The Contractor shall provide annual training for a minimum of thirty (30) hours to all staff associated with providing tutoring services.
- C.9.20 The Contractor's training curriculum shall incorporate training in anger management, conflict resolution, non-violent crisis intervention, and the ability to de-escalate negative behavior. The Contractor shall submit a syllabus of this training at the time of bid. In addition, the Contractor shall provide ongoing training for each option year of this contract, and this training syllabus must also be submitted to the CFSA COTR for review and approval.

#### **C.10 Provision of Services**

- C.10.1 The Contractor shall assign a substitute tutor if the regular tutor is going to be absent for more than a week.
- C.10.2 The Contractor shall develop and utilize methods and techniques for provision of Individual Tutoring services between one Tutor and one individual client.
- C.10.3 The Contractor shall develop and utilize methods and techniques for provision of Group Tutoring Services between one Tutor and a small group ranging between two (2) and four (4) students.
- C.10.4 The Contractor shall not make any changes to the assigned Tutor without the consent of the CFSA COTR.
- C.10.5 A number of behaviors are regarded as incompatible with CFSA goals, values, and program standards, and therefore are considered unacceptable and prohibited by Contractor's staff and

Tutors in the provision of tutoring services. If the Contractor's staff engages in any of the unacceptable behavior, as specified but not limited to the information listed below, the Contractor shall discipline the offending staff. The CFSA COTR may request assignment of a new tutor or authorize the student's re-assignment to another Contractor for tutoring services.

**a) Corporal punishment or physical restraint of clients.**

- b) Unwelcome physical contact, such as inappropriate touching, patting, pinching, punching, and physical assault. CFSA does not condone corporal (spanking, hitting, name-calling) punishment of clients.
- c) Unwelcome physical, verbal, visual, or behavioral mannerisms or conduct that denigrates, shows hostility, or aversion toward any client.
- d) Demeaning or exploitive behavior of either a sexual or non-sexual nature, including threats of such behavior.
- e) Display of demeaning, suggestive or pornographic material.

**f) Sexual abuse or neglect of a client.**

- g) Denigration, public or private, of any student, parent/guardian or family member.
- h) Denigration, public or private, of political or religious institutions or their leaders.
- i) Offensive language or language deemed offensive (curse words, ethnic slang, gender-specific slang) while serving in such capacity.
- j) Intentional violation of any local, state or federal law.
- k) Administration of medicine to Student. If a Student appears to be in need of urgent medical attention, the Tutor is instructed to dial 911 or take the Student to the nearest emergency room.
- l) Subjection or coercion of a Student to attend events or participate in activities deemed inappropriate. This includes viewing films that are R, NR and X-rated (PG-13 films may be attended by youth over 13); exposure to written or internet materials that contain sexually explicit or graphic language and pictures; participation in rough physical contact activities.

**C.11 Standards of Service Provided**

- C.11.1 Tutoring Services shall be performed at a level deemed satisfactory by the client, social worker, caregiver(s), and CFSA COTR. When the client, caregiver(s), and/or the CFSA COTR expresses dissatisfaction with the performance, the Contractor shall make an effort to satisfy the client within 10 days by re-instructing/counseling the tutor, consulting with the CFSA COTR, or assigning a new tutor.

- C.11.2 If the Contractor determines that services cannot be rendered for reasons beyond its control (e.g. the client refuses services or refuses entry, the family interferes with the service), the Contractor shall contact the CFSA COTR for instructions.

**C.12 Conflict-of-Interest**

- C.12.1 Through training and supervision, the Contractor shall ensure that every effort is made to make tutors aware of the need to avoid a conflict-of-interest. The Contractor shall maintain policies and procedures and provide training to ensure that clients and tutors are not involved in situations in which conflicts-of-interest may develop and will make reasonable efforts to ensure that situations in which problems may develop are avoided. Examples of inappropriate activities include, but are not limited to: tutors residing in the homes of clients for whom they work, tutors accepting gifts from clients, tutors accepting loans or personal property from clients, and tutors engaging in outside business activities in the homes of clients.

**C.13 Non-Refusal of Referral**

- C.13.1 CFSA reserves the right to refer clients in any facility or program which it determines is a proper referral as indicated by the referral activities of its referral office and the CFSA COTR.
- C.13.2 The Contractor may not refuse to accept a referral made through the Office of Clinical Practice. Any such refusal to accept a referral made in accordance with this contract shall be grounds to terminate the Contractor for default and assessment of Liquidated Damages.
- C.13.3 After referrals of the clients into its program, if a Contractor still feels that it is an inappropriate referral, they may ask for a review of the referral. The request for the review shall be made during routine business hours or the next business day and should be addressed to the Program Manager of the Innovative Family Support Services Administration (IFSSA). The Office of Clinical Practice shall schedule the informal review within five (5) days of receipt of the request.
- C.13.4 The IFSSA Program Manager, Office of Clinical Practice, shall conduct the informal review within five (5) business days; the Office of Clinical Practice shall transmit to the contractor a written decision concerning the referral within three (3) business days of a completed informal review.
- C.13.5 Should the contractor not be satisfied with the Program Manager's written decision, the contractor may request in writing a formal review with the IFSSA Administrator, Office of Clinical Practice.

**C.14 Client Records**

- C.14.1 The Contractor shall submit the Vendor Status Report to the CFSA COTR via e-mail on the 15<sup>th</sup> of every month in a format prescribed by the CFSA, which includes, but is not limited to, the total number of clients serviced during the previous month, the number of active cases brought forward, the number of new referrals accepted for service during the previous month, the number of cases closed during the previous month, the number of

hours of tutoring services provided during the month by service type and year-to-date, and the number and names of clients who have been inactive for 30 days or more. The report shall include a brief discussion of any other reports made during the previous month (i.e., staff corrective actions, supervisory conference, etc.) and a summary of any factors that interfered with the provision of services.

C.14.2 The contractor shall submit the Vendor Client Enrollment Report to the CFSA COTR on the 15<sup>th</sup> of every month in a format prescribed by the CFSA that includes, but may not be limited to, a monthly roster of clients (to include the clients' names, dates of birth, FACES ID numbers, grade levels, current schools, names of tutors, location and type of service, and focus subject areas),

C.14.2 The Contractor shall develop an approach for managing records maintained on each CFSA client served that contain all relevant documentation on referrals, needs assessments and service plans, modifications to service plans, service logs, and narrative notes on functioning of the client.

C.14.3 The Contractor shall develop and maintain a file on each client referred for services. The file shall include but not be limited to the following: 1) name, birth date, and last address of the client; 2) all ISSPs; 3) all ILPs; 4) all monthly service and progress reports; 5) names and locations, if known, of any other family members; 6) any unusual incident reports; 7) a copy of the referral; 8) all client-related memoranda from CFSA; 9) samples of the student's work to document the child's progress toward achieving the ISSP goals, and 10) copies of all assessments administered.

**C.15 Significant Changes and Emergencies Reports**

C.15.1 The Contractor shall report significant client changes and emergencies to the Child and Family Services Agency. Significant changes are to be reported in writing via electronic transmission to the CFSA COTR within three days, but emergencies must be reported by telephone immediately with a written report to follow within three days. Reports shall be made to the CFSA COTR.

**C.16 Unusual Incident Reports**

C.16.1 The Contractor shall report any "unusual incidents" as defined in section C.2.19. Unusual Incident reports shall be submitted in writing via electronic transmission to the CFSA COTR within 24 hours and shall include a report of the incident as well as all actions taken by the Contractor in response to the incident.

**C.17 Supplemental Progress Reports**

C.17.1 The Contractor shall develop, implement, and describe in detail a system for making supplemental progress reports on the condition or situation of clients upon request of the CFSA COTR. These reports may include but are not limited to: an assessment on the condition of a client, information about progress made toward reaching goals or attaining an improved level of functioning; and information about whether the use of the tutoring service

is meeting a client's needs. The CFSA COTR will provide instructions about the specific information needed in these reports when the request for a report is made.

**C.18 Corrective Action Reports**

C.18.1 The Contractor shall report any corrective actions taken in response to compliance issues raised by the CFSA COTR and/or the Contracts and Procurement Administration. The Contractor shall respond in writing via electronic transmission of poor and unsatisfactory monitoring reports given to the Contractor by CFSA, and shall prepare and send to CFSA any other reports as requested.

**C.19 Criminal Misconduct Reports**

C.19.1 If a client accuses a tutor of criminal misconduct, CFSA will and the Contractor shall both advise the client of his/her right to report the incident to law enforcement officials. The District will require the Contractor to provide a report within 30 days. The report shall contain confirmation that the Contractor made efforts to investigate the client's complaint (e.g. called the tutor in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client,) and conclusions that were drawn following the investigation. If the report involved a loss of property or money, the Contractor shall reimburse the client for reasonable claims if there is reasonable indication that the Contractor or its employees were at fault. The report shall also include information regarding measures taken to prevent similar complaints from recurring and information about the results of the police investigation, if conducted. Each such case shall be evaluated on its individual merits.

C.19.2 It is not mandatory to obtain a criminal conviction before reimbursing a client, and the standard of "reasonable indication" shall prevail. Failure to comply with appropriate follow-up to allegations of criminal misconduct will be considered a serious contract violation that will weigh heavily in the overall rating of service.

**\*\*\* END OF SECTION C \*\*\***

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract. If the District decides to renew the contract under section F.2.1, the option shall include the maximum number of clients as set forth in section B.1.3, which the contracting officer may revise in accordance with the Changes clause of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 DELIVERABLES**

**F.3.1** The Contractor shall make records, reports, and any other data and program information available to the Child and Family Services Agency via paper, electronic, or in the form of observation through on-site visits conducted by CFSA staff.

**F.3.2 MONTHLY ACTIVITY REPORTS**

<b><u>Deliverable</u></b>	<b>Method of Delivery</b>	<b>Due Date</b>
Vendor Status Report See Section C.14.1	The Contractor shall submit the Vendor Status Report in a format prescribed by the CFSA, which includes, but is not limited to, the total number of clients serviced during the previous month, the number of active cases brought forward, the number of new referrals accepted for service during the previous month, the number of cases closed during the previous month, the number of hours of tutoring services provided during the previous month by service type and year-to-date, and the number and names of clients who have been inactive for 30 days or more. The report shall include a brief discussion of any other reports made during the previous month (i.e., staff corrective actions, supervisory conference, etc.) and a summary of any factors that interfered with the provision of services. The Vendor Status Report shall be submitted to the CFSA COTR via e-mail by the due date.	The 15 <sup>th</sup> of every month.
Vendor Client Enrollment Report See Section C.14.2	The contractor shall submit the Vendor Client Enrollment Report in a format prescribed by the CFSA that includes, but may not be limited to, a monthly roster of clients (to include the clients' names, dates of birth, FACES ID numbers, grade levels, current schools, names of tutors, location and type of service, and focus subject areas). The Vendor Client Enrollment Report shall be submitted to the CFSA COTR via e-mail by the due date.	The 15 <sup>th</sup> of every month.
Tutoring Service and Progress Reports and Monthly Invoice Report See Section C.5.2	<p>The Contractor will submit the monthly progress, service, and invoice reports with original signatures for each client to the CFSA's Fiscal Operations Administration by the due date. The reports must be original—no faxing/copies are to be submitted. The Contractor will also e-mail the monthly progress and service reports to the social worker of record for each client and copy the CFSA COTR on the same e-mail via tutoring.report@dc.gov.</p> <p>Contractors shall provide the client's caregiver(s) with a copy of the monthly service and progress report during the first tutoring session following the 5<sup>th</sup> of the month.</p> <p>Tutors should contact clients' social workers at least once per month.</p>	No later than the 5 <sup>th</sup> of each month.
See Sections C.5.7. and C.17.1	The Contractor shall submit any additional data and reports as requested by the Child and Family Services Agency.	Submit within timeframe established by the CFSA COTR.

**F.3.2 SIGNIFICANT CHANGES AND EMERGENCIES**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Significant Changes and Emergency Report Section C.15.1	Significant changes are to be reported in writing and emergencies must be reported by telephone with a written report to follow.  Reports are to be submitted to the CFSA COTR.	Significant changes shall be submitted to the CFSA COTR within three days and emergencies are to be reported to the CFSA COTR immediately with a written report to follow within 3 days.

**F.3.3 REPORTING UNUSUAL INCIDENTS**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Unusual Incident Reports See Section C.16.1	Written report shall be submitted to the CFSA COTR. Report shall include detail of the incident as well as all actions taken by the Contractor in response to the incident.	Submit within 24 hours of the incident.

**F.3.4 PROGRESS REPORTS**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Supplemental Progress Reports See Sections C.5.2. and C.17.1	Supplemental progress reports shall be submitted on the condition or situation of clients upon request of the CFSA COTR. Supplemental progress reports may include, but are not limited to: information about progress made toward reaching goals or attaining an improved level of functioning; information about whether the use of the tutoring service is meeting a client's needs, and the like. The CFSA COTR will provide instructions about the specific information needed in these reports when the request for a report is made.	Submit within timeframe established by the CFSA COTR.

**F.3.5 CORRECTIVE ACTION REPORTS**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Corrective Action Reports See Section C.18.1	Written reports shall be submitted to CFSA COTR in response to a report of less than satisfactory services provided to clients. Reports shall include: <ul style="list-style-type: none"> <li>Information about actions taken to correct identified problems</li> <li>Dates actions were taken</li> <li>Any follow up to ensure that problems are not recurring.</li> </ul>	Submit within two weeks of the receipt of a monitoring report that identifies less than satisfactory services.



**F.3.6 CRIMINAL MISCONDUCT REPORTS**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Criminal Misconduct Report See Section C.19.1	<p>Written report shall be submitted to the CFSA COTR.</p> <p>In response to an accusation of criminal misconduct, the Contractor shall advise the client of his/her right to report the incident to law enforcement officials and shall provide a special report that includes:</p> <ul style="list-style-type: none"> <li>• Confirmation that the Contractor made reasonable efforts to investigate the client's complaint (e.g. called the mentor in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client, and the like)</li> <li>• Conclusions drawn following the investigation.</li> <li>• Decision and actions taken about reimbursing the client if the allegation involved a loss of property or money,</li> <li>• Information about what measures were taken to prevent similar complaints from recurring and</li> <li>• Information about the results of the police investigation, if there was one.</li> </ul>	Submit within 30 days of the report of the allegation.

**F.3.7** The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

**\*\*\*END OF SECTION F\*\*\***

**G.7      ORDERING CLAUSE**

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of referral by the Office of Clinical Practice/CFSA COTR. Such orders may be issued during the term of this contract.
- b) All referrals are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.
- c) If mailed, a referral is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- d) Within ninety (90) days of award of the contract(s), CFSA may reallocate Tutoring clients currently being served by a contractor in order to meeting the terms of the awarded contract(s).
- e) CFSA will allocate referrals (1) based on the minimum quantity specified in the contract, (2) on a rotational basis, and (3) as determined by CFSA taking into consideration the client service needs.

**\*\*\*END OF SECTION G\*\*\***

**SECTION J: ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE**

**J.1 INCORPORATED ATTACHMENTS**

J.1.2 Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

J.1.3 Wage Determination No. 2005-2103 (REV) No. 8, dated May 26, 2009

**J.2 INCORPORATED ATTACHMENTS** (The following forms, located at [www.cfsa.dc.gov](http://www.cfsa.dc.gov) Contracting Opportunities, Procurement Library, shall be completed and incorporated with the bid.)

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Office of Tax and Revenue Tax Certification Affidavit

J.2.4 Department of Employment Services Tax Certificate Affidavit

J.2.5 First Source Employment Agreement

**\*\*\*END OF SECTION J\*\*\***